

Amendment Agreement dated as of
May 15, 1973, among General Electric Company
(hereinafter called the Builder), Trust
Company for USL, Inc., as Trustee (hereinafter
called the Vendee), St. Louis-San Francisco
Railway Company (hereinafter called the
Guarantor) and The Boatmen's National Bank of
St. Louis, as Agent (hereinafter called the
Assignee).

7032-B
RECORDATION NO. _____ Filed & Recorded
JUL 23 1973 - J 25
~~INTERSTATE COMMERCE COMMISSION~~

WHEREAS the Builder, the Vendee and the Guarantor
have entered into a Conditional Sale Agreement dated as of
May 1, 1973 (hereinafter called the Conditional Sale Agree-
ment); and

WHEREAS the Builder has assigned certain rights
under the Conditional Sale Agreement to the Assignee pursuant
to an Agreement and Assignment dated as of May 1, 1973
(hereinafter called the Assignment); and

WHEREAS the Conditional Sale Agreement and the
Assignment have been filed and recorded with the Interstate
Commerce Commission pursuant to Section 20c of the
Interstate Commerce Act on May 23, 1973, and assigned
recordation number 7032; and

WHEREAS the parties hereto desire to amend the
Conditional Sale Agreement and the Assignment;

Now, therefore, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Article 4 of the Conditional Sale Agreement is hereby amended to substitute for subparagraph (a) of the third paragraph thereof the following:

"(a) On the Closing Date with respect to each Group, an amount equal to 23.51786% of the aggregate Purchase Price of such Group as set forth in the invoice or invoices therefor (said invoiced prices being hereinafter called the Invoiced Purchase Prices); and".

2. Article 4 of the Conditional Sale Agreement is hereby amended to substitute, in the fourth paragraph thereof, the percentages "21.4053%" and "78.5947%" for the fractions "319/1483" and "1164/1483", respectively.

3. The Conditional Sale Agreement is hereby amended to substitute for Article 16 thereof the following:

"ARTICLE 16. Defaults. Article 16 of the Model CSA provisions is herein incorporated as Article 16 hereof; the term "Other Agreement" as used therein shall mean the agreement referred to in Item 5 of Schedule A hereto."

4. The Conditional Sale Agreement is hereby amended to substitute for Article 24 thereof the following:

"ARTICLE 24. Law Governing. Article 24 of the Model CSA provisions is herein incorporated as part of Article 24 hereof; the term 'Selected Jurisdiction' as used therein shall mean the State of Illinois."

5. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

6. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GENERAL ELECTRIC COMPANY,

by



Manager-Marketing
Locomotive Products Department

[CORPORATE SEAL]

Attest:


Attesting Secretary



[CORPORATE SEAL]

TRUST COMPANY FOR USL, INC., as
Trustee,

by

David G. Hooley
Vice President

Attest:

Joanne L. Miller
Assistant Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY,

by

Donald E. Engle
Vice President

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

THE BOATMEN'S NATIONAL BANK OF
ST. LOUIS, as Agent,

by

[Signature]
Vice President

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Trust Officer

[Signature]

COMMONWEALTH OF PENNSYLVANIA

SS.:

COUNTY OF ERIE

On this *10th* day of *July*, 1973, before me personally appeared C.S. BRESSLER, to me personally known, who, being by me duly sworn, says that he is the Manager-Marketing, Locomotive Products Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret M. Frew
Notary Public

[NOTARIAL SEAL]

MARGARET M. FREW, Notary Public
Erie, Erie Co., Pa.
My Commission Expires June 7, 1976

My Commission expires

STATE OF *California*

SS.:

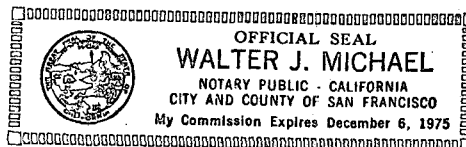
COUNTY OF *San Francisco*

On this *13th* day of *July*, 1973, before me personally appeared DAVID A. WOOLSEY, to me personally known, who, being by me duly sworn, says that he is a Vice President of TRUST COMPANY FOR USL, INC., as Trustee, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Michael
Notary Public

[NOTARIAL SEAL]

My Commission expires



STATE OF MISSOURI

SS.:

CITY OF ST. LOUIS

On this 20th day of July, 1973, before me personally appeared D. E. Enale, to me personally known, who, being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard U. Schmitt
Notary Public

[NOTARIAL SEAL]

My Commission expires **JUL 28 1973**

Commissioned within and for the County of St. Louis, Missouri, which adjoins City of St. Louis, Missouri, where this act was performed.

STATE OF MISSOURI

SS.:

CITY OF ST. LOUIS

On this 16th day of July, 1973, before me personally appeared ROBERT M. OCHS, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth M. Farrell
Ruth M. Farrell Notary Public

[NOTARIAL SEAL]

My Commission expires **May 16, 1976**